



## CAPE HENLOPEN SCHOOL DISTRICT CONTRACT REQUIREMENT CHECKLIST

- |  |     |        |
|--|-----|--------|
| 1. District Contract with number _____                                 |     |        |
| 2. Company Name _____  |     |        |
| 3. Time period of contract _____                                       |     |        |
| 4. District contact person _____                                       |     |        |
| 5. Amount of contract _____  |     |        |
| 6. Section C (Financial Requirements) is complete.                     | Yes | No     |
| 7. APPENDIX A of contract may need the following:                      |     |        |
| Proof of Insurance      Yes (copy of certificate provided)             | No  | Waived |
| Business License        Yes (copy of license provided)                 | No  | Waived |
| Professional License    Yes (copy of current/up to date DE license) No |     | Waived |
| DE Vendor ID# _____  |     |        |
| 8. APPENDIX B of contract is complete                                  | Yes | No     |
| 9. PO needed   | Yes | No     |
| 10. Sources of Funding   | Yes | No     |
| 11. Criminal Background check  | Yes | No     |
| 12. TB Testing/Assessment  | Yes | No     |
| 13. Signature of Contractor(s)   | Yes | No     |
| 14. District signature   |     |        |
| a. Mr. Fulton  | Yes | No     |
| b. Mr. Gumbs   | Yes | No     |

**Business Office will:**

- Once contract is complete, items will be scanned and sent to all involved
- Copy will be given to person needing to do PO
- Scan and placed in appropriate contract year folder on shared drive.
- Folder will be completed with copy of all paperwork and placed in contract drawer
- PO will be completed and copy given to all involved (if done by Business Office)



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# DISTRICT CONTRACT

# \_\_\_\_\_

## A) Introduction

1. This contract is entered into between the Cape Henlopen School District (the District) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

## B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in its negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the District.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
And	
b) Medical/Professional Liability	\$1,000,000/\$3,000,000
Or c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
Or d) Product Liability	\$1,000,000/\$3,000,000



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All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of District students or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury)      \$100,000/\$300,000
- f) Automotive Property Damage (to others)      \$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Board of Education, and the District Board members and District employees from liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Board of Education and the District under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the District as an additional insured and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the District in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide



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services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

If the contractor is under the regulation of any State entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against the Contractor or vendor in a case in which the District was a party, the Contractor or vendor is excluded from other District contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the District.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, local, and District requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the District.

The Contractor will be afforded a thirty (30) day period to cure noncompliance with Section 8(a). If, in the sole judgment of the District, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the District may immediately terminate any and/or all the Contractor's active contracts.

9. The Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, marital status, sexual orientation, genetic information, or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Director of Business Operations (or designee), on an annual basis, if requested,



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information regarding its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or part:
- a) by the District upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the District upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar day's written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the District, become the property of the District.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the District.

The Contractor shall be entitled to receive reasonable compensation as determined by the District in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the District. Whether such work is satisfactory and usable is determined by the District in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the District, this Contract shall terminate and be of no further force and effect. Contractor shall notify the District immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below.



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Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

**To the District at:**

Cape Henlopen School District  
Attention: Mr. Oliver Gumbs, Director of Business Operations  
1270 Kings Highway  
Lewes, DE 19958

**To the Contractor at:**

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the District. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the District is composed of these several pages and the attached:

Appendix A - District Requirements

Appendix B - Services Description

Appendix C - Contract Budget



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17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the District and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
  18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the Cape Henlopen School District for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the District to bring such antitrust action, Contractor shall be deemed to have assigned such action to the District.
  19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
  20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the District or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
  21. The District shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the District, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the District.



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If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the District the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the District.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by its signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the District under this Contract are expressly limited to the amount of any approved Purchase Order. The District will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. The Contractor is





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responsible for costs incurred in excess of the total cost of this Contract and the District is not responsible for such costs, unless mutually agreed upon and approved in writing by the District.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services, which may have been acquired by or provided to the Contractor in the performance of this contract. The District is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the District and subject to such conditions and revisions as the District may deem necessary. No such approval by the District of any assignment shall be deemed to provide for the incurrence of any obligations of the District in addition to the total agreed upon price of the Contract.
5. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of its bid or proposal. The Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The District shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. The Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the District shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the District for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the District desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The District will develop a Contract Amendment authorizing said change. The



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Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: “Laws Regulating the Conduct of Officers and Employees of the State,” and in particular with Section 5805 (d): “Post-Employment Restrictions.”
2. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
3. The Contractor agrees to adhere to the requirements of District policy and procedures regarding conducting criminal background checks and Tuberculosis Testing requirements; and, the handling adverse findings. This policy and procedure are included as Appendix A to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements.
4. By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity. If placed on the debarment or suspension list, the vendor must immediately notify the Delaware Department of Education.



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## APPENDIX A - District Requirements

### Criminal Background Checks:

**745 Criminal Background Check for Public School Related Employment** - This regulation shall apply to all individuals seeking public school related employment in a Delaware public school. Refer to 14 **DE Admin. Code** 746 Criminal Background Check for Student Teaching for the requirements and procedures related to criminal background checks for a Student Teaching Assignments in a Delaware public school. **12 DE Reg. 327 (09/01/08)**

**Current Guidance can be found at:**

<http://regulations.delaware.gov/AdminCode/title14/700/745.shtml>

### Tuberculosis Testing Requirement:

#### **805 The School Health Tuberculosis (TB) Control Program**

**Definitions “New School Enterer”** means any child between the ages of one year and twenty one (21) years entering or being admitted to a Delaware public school for the first time, including but not limited to, foreign exchange students, immigrants, students from other states and territories, and children entering from nonpublic schools. For purposes of this regulation, “new school enterer” shall also include any child who is re-enrolled in a Delaware public school following travel or residency of one month in a location or facility identified by the Delaware Division of Public Health as an area at risk for tuberculosis exposure.

**“School Staff and Extended Services Personnel”** means all persons hired as full or part time employees in a public school. This includes, but is not limited to teachers, administrators, substitutes, contract employees, bus drivers and student teachers whether compensated or not.

**“Tuberculosis Risk Assessment”** means a formal assessment by a healthcare professional to determine possible tuberculosis exposure through the use of a health history or questionnaire.

**“Tuberculosis Test”** means a Mantoux skin test, Quantiferon Gold blood test, or other test approved by the Delaware Division of Public Health.

**“Verification”** means a documented evaluation of the individual’s disease status.

**“Volunteers”** mean those persons who give their time to help others for no monetary reward and who share the same air space with public school students and staff on a regularly scheduled basis. **13 DE Reg. 1205 (03/01/10)**



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**APPENDIX A - District Requirements (Continued)**

1. Proof of Insurance – Attach copy of current/up to date Certificate of Insurance  
Waived \_\_\_\_\_ by \_\_\_\_\_
  
2. Business License - Attach copy of current/up to date State of Delaware Business  
License  
Waived \_\_\_\_\_ by \_\_\_\_\_
  
3. Professional License - Attach copy of current/up to date State of Delaware  
Professional License (If Applicable)  
Waived \_\_\_\_\_ by \_\_\_\_\_
  
4. State of Delaware Vendor ID# \_\_\_\_\_



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## **APPENDIX B – Services Description**



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## APPENDIX C – Contract Budget



Source of Funding #1 \_\_\_\_\_

Source of Funding #2 \_\_\_\_\_

Source of Funding #3 \_\_\_\_\_

**E) Authorized Signatures:**

**For the Contractor:**

**For the District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mr. Robert S. Fulton  
Superintendent

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Oliver Gumbs  
Director of Business Operations

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date